from its provisions the court ought not to defeat the will of the people when fairly expressed because of some technical error or mistake in the form of the ballot."

Mutual Benefit Insurance — Rights of Beneficiaries — Joint Tenancy. — *Farr et al.* v. *Trustees of Grand Lodge of the A. O. U. W. of State of Wisconsin et al.* 53 N. W. Rep. 738. Peck, the father of plaintiff, had his life insured with the defendants for two thousand dollars, payable to the plaintiff and her mother, — they being the daughter and wife respectively of Peck, who survived the wife by ten years. When he died the plaintiff made formal demand for the payment of the policy for two thousand dollars. Defendants paid one thousand dollars and claimed that the other thousand dollars reverted back to the estate because of the death of the mother, under the laws of the State, which provided that "all grants and devises of lands made to two or more persons shall be construed to create estates in common and not in joint tenancy, unless expressly declared to be in joint tenancy," also that "the preceding section shall not apply to mortgages, nor to devises, or grants made in trust, or made to executors, or to husband and wife." The question was whether the policy was payable to the mother and daughter severally, or as an entirety, as tenants in common, or as joint tenants. The court held that because of the close analogy to property held in joint tenancy the policy was payable as an entirety. And so we conclude that this insurance in joint tenancy with the right of survivorship is within the exception of our own statute in analogy to devises, and that the doctrine of the common law governs it.

Disqualification of Judge. — In *Heinlen* v. *Heilbron*, 31 Pac. Rep. 838 (Cal.), it was claimed that while the suit was pending, the judge bought lands which formed a part of the same original tract to which the land in suit belonged, but no evidence was offered to show that the title to the judge's land in any way depended on the result of the suit. The court held that while it is necessary that a judge shall always be wholly disinterested, yet he has no right to refuse to act except when he is positively disqualified. The fact that a judge has acted is conclusive that in his own opinion he is competent to do so and the presumption of integrity which attaches to any act performed under his oath is too strong to be overcome by mere inference, and that these facts could not sustain a charge of interest.